

MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

April 24, 1947

Afternoon Session
3:00 P. M.

Council Chamber, City Hall

The meeting was called to order, with Mayor Miller presiding.

Roll call

Present : Councilman Glass, Mayor Miller, Councilman Thornberry - 3

Absent : Councilmen Bartholomew and Wolf - 2

Present also: Guiton Morgan, City Manager; and W. T. Williams, Acting City Attorney.

A large delegation of citizens was present on the question of allowing seaplane bases on Lake Austin, and the following were among those who spoke on the matter:

David Hamner, head of the local organization of the Civil Aeronautics Administration, spoke in behalf of the matter, stating that his organization and the Chamber of Commerce Aviation Committee had jointly approved the project, and had engaged Mr. Theodore Wayoff, Chief of the Seaplane Facilities Section of the Civil Aeronautics Administration, Washington, D. C., to come here and make a survey of the situation.

Mr. Wayoff was then introduced by Mr. Hamner and gave a detailed report showing the need for such a base for Austin, and recommended as a desirable site the west side of Lake Austin in the vicinity of the Lakeside Yacht Club. He further stated that the cost of the project, including the acquisition of the land and the entire construction of facilities, would be approximately \$10,000.00, which could be leased to local operators, if the City so desired, and the investment amortized in twenty years.

Messrs. Bryant M. Paul, Owner of the Lakeside Yacht Club, W.W. Bennett, Owner of the Bennett Docks, and S. J. Larson, large property owner near the proposed site, expressed themselves as being in favor of the establishment of such a base at the location suggested by Mr. Wyatt.

Mr. Grip Penn objected to the base on the grounds that boat congestion on Lake Austin in the area suggested is heavier than any point in Texas and seaplanes there would be very dangerous to boats; that to give the area in

question to seaplanes would virtually cut the Lake in two, and he suggested Deep Eddy as a more desirable location.

Mr. Marion Fowler stated that he was not objecting to seaplanes, but suggested that instead of spending money on a seaplane base, the Lake be cleared of weeds, etc., so the little man could use it; that the people who use the Lake are local people and if a base is to be built, that same be built elsewhere and the Lake be left for boats.

Mr. Artie McCallum stated that his home was on the Lake and that he objected to a seaplane base there on account of the noise, particularly if placed in the area suggested, and further that he objected on account of the traffic hazard to boats.

It was brought out during the discussion that another location had been under consideration, namely, between Waller and Perdenales Streets, which could be built at less cost than on the Lake, but that it was found the proposed highway bridge would interfere with same.

After hearing all who desired to be heard, the Council took the matter under advisement for further study.

City Manager Morgan submitted a memorandum from Walter E. Seaholm, Director of Utilities, advising that Roy Parker was unable to accept appointment as a Journeyman Plumber on the Electrical Board, and that said Board had recommended the appointment of Carl A. Feuerbacher to fill the vacancy. Councilman Glass moved that the recommendation of the Electrical Board be approved, and the said Carl A. Feuerbacher be appointed as Journeyman Plumber on said Board. The motion carried by the following vote: 3 ayes; noes, none; absent, 2

Councilman Thornberry offered the following resolution and moved its adoption:

(RESOLUTION)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

The City Manager is hereby authorized and directed to enter into a Lease Contract on behalf of the City of Austin with Austin Baseball Club, Inc. for a term of five (5) years covering a certain tract in Butler Park for use and operation as a baseball field to be known as DISCH FIELD, with an option to renew for an additional five (5) years under same terms. Shape, size and location of said tract in Butler Park shall be determined by the City Manager and more particularly described for purposes of such lease. Consideration to be paid the City shall be Ten Thousand Dollars (\$10,000.00), payable One Thousand Dollars (\$1,000.00) upon execution of lease and One Thousand Dollars (\$1,000.00) on each anniversary thereof. Such lease shall be in a form appropriate to the purpose thereof and shall include the following terms and conditions:

1. Fences, grandstand, playing field and other appropriate improvements on said premises shall be constructed, maintained and operated by and at the expense of the Lessee, except that the sum of Seventeen Thousand Dollars (\$17,000.00) (plus accrued interest) contributed through the Austin Junior Chamber of Commerce and now held in trust by the City shall be applied toward

the costs of such improvements with the consent of the Junior Chamber of Commerce. Plans and specifications for all improvements shall be submitted to and approved by the City Manager before construction of same. Title to said improvements shall be and remain in the Lessee during the period of the lease but shall become the property of the City of Austin at termination of the lease. Lessee shall carry fire and extended coverage insurance or shall cause same to be carried during the period of construction, as well as upon completion, in an amount equal to at least eighty (80) per cent of value. Lessee shall also carry public liability insurance in what is known as an Owners', Landlords' and Tenants' policy in limits of \$25/50,000 and property damage in limit of \$5,000.00 covering the premises leased, together with any property and persons on the parking areas hereinafter referred to.

2. The City will improve as parking areas adjoining the leased premises such portions of Butler Park as may be set aside for that purpose by authority of the City Council. Such areas, upon being improved, shall continue to be subject to governmental control of the City but the maintenance, operation and proprietary control of same shall vest in the Lessee during the life of the lease. Lessee shall charge no parking fees on said areas but shall furnish adequate supervision and attendants in order to provide orderly and efficient use of the parking areas.

3. Said lease shall not be transferred or assigned except upon written consent of the City, but Lessee may sell advertisements to be displayed on the inside of said premises and may also let concessions to be exercised on said premises, but it shall be provided that no alcoholic beverages shall be sold thereon.

4. Appropriate provision shall be made whereby Lessee is an independent contractor in the operation and use of said premises, and whereby the Lessee shall indemnify the City against any claims or damages against the City arising out of the condition, operation or use of said premises, or out of the exercise of any other rights or duties by the Lessee under said lease.

5. Lessee shall pay for all utilities used on the premises at all times but shall have the right to require reimbursement under the conditions noted hereinafter.

6. The City Recreation Department, upon application to the manager of the premises, shall have the use of said premises whenever such use will not interfere with practice or games of the baseball team for which the Lessee may hold a franchise. For such use, the City shall pay Five Dollars (\$5.00) for each day or part thereof, and, in addition, shall pay, or credit to the Lessee, the estimated cost of electricity consumed on the premises during such use.

7. Lessee shall permit the use of said premises for semi-professional teams whenever such use will not interfere with the team of Lessee or with games scheduled by the City Recreation Department. Lessee may charge not more than fifteen per cent (15%) of the gross receipts after taxes are deducted per game plus costs of electricity for such games.

8. Lessee shall permit at least two (2) games per year for the benefit of charity and may charge the sponsoring organization only the cost of electricity used during such games.

9. The period of this lease shall be shortended by one year for each \$10,000.00 or increment thereof over Five Thousand Dollars (\$5,000.00) that the expenditures of the Lessee are under One Hundred Thousand Dollars (\$100,000.00).

Which motion, carrying with it the adoption of the resolution, carried by the following vote:

Ayes : Councilman Glass, Mayor Miller, Councilman Thornberry

Noes : None

Absent: Councilmen Bartholomew and Wolf

Upon motion, seconded and carried, the meeting was then recessed, subject to call of the Mayor.

Approved:

Tom Miller

MAYOR

Attest:

Hallie M. Kellan

CITY CLERK